

Agency:  
Project:  
DGS Parcel No.:  
Parcels:  
County:

## PROPERTY ACQUISITION AGREEMENT

*(If Deed is prepared at time SELLER signs PAA, then include this info)*

Deed Dated:

Preliminary Title  
Report No.:  
Date of Report:  
Title Officer:  
Title Company:

The parties to this agreement are \_\_\_\_\_, hereinafter referred to as SELLER or GRANTOR, and the State of California, acting by and through the California Department of Corrections And Rehabilitation ("CDCR"), with approvals by the Director of the California Department of General Services (DGS) and the State Public Works Board ("SPWB"), hereinafter referred to as STATE or BUYER. The SELLER or GRANTOR and STATE or BUYER are hereafter collectively referred to as the PARTIES. The PARTIES agree as follows:

### RECITALS

- A. STATE owns that certain real property located \_\_\_\_\_, County, California. *(use this paragraph if there is adjacent State-owned property to the property being acquired.)*
- B. SELLER desires to sell to STATE, and STATE desires to purchase from SELLER certain real property located \_\_\_\_\_, County of \_\_\_\_\_, State of California (together with all rights and easements appurtenant to the real property, the "Property"), as Property is more particularly described in Exhibit A, attached and made a part hereto.
- C. In accordance with Government Code Sections 15819.40(b), and 15853 *(or use appropriate authorization, i.e., special legislation)*, the State is authorized to acquire the Property.
- D. Site selection for this property was approved by the SPWB \_\_\_\_\_.
- E. In compliance with the Corrections Standards Authority's request for proposal requirements to obtain future Jail funds, the County has entered into a Reentry Program Facility Siting Agreement with the STATE, dated \_\_\_\_\_ to locate reentry facilities in those Counties desiring jail funds.

### AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

1. Transaction Summary. SELLER agrees to sell and grant to STATE fee title *(identify if no minerals)* to the Property more particularly described in the deed described above in the Preamble as well as in Exhibit B *(if final deed does not exit, send copy "Substantially in the form of", Exhibit B)*, subject to terms and conditions hereof.
2. Payment. The STATE will deposit into escrow 5 days prior to closing (\$ ) (the "Purchase Price") into escrow with \_\_\_\_\_ Title Company, as further described in Paragraph 5 below, for the account of SELLER, subject to the conditions outlined in this Agreement.
3. Other Liens. Said title company may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those liens specified in Paragraph 4 hereof to be borne by the STATE. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by SELLER in escrow to and including the date of close of escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
4. Escrow and Recording Fees. STATE shall pay all escrow fees, recording fees, if any, title insurance charges, prepayment penalties not to exceed one percent (1%) of the unpaid balance, reconveyance fees, trustees' or forwarding fees for any reconveyance of deed of trust or release or mortgage incurred in this transaction.
5. Title and Escrow. Title to said Property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of the BUYER and shall govern the escrow... *(if escrow instructions are complete, identify here and attach to PAA as Exhibit, if not complete, identify that they will be completed at a later date).* *(If Escrow already open, provide the following)* BUYER has opened an escrow account with \_\_\_\_\_ Title Company (Escrow Holder), < Enter Address>, California; telephone number: \_\_\_\_\_. The escrow account established for this transaction is: \_\_\_\_\_.
6. Close of Escrow. Escrow shall be scheduled to close within 5 working days upon receipt of escrow instructions and BUYER'S funds by the Title Company, subject to reasonable extension upon mutual agreement by the PARTIES. or BUYER'S funds shall be returned to BUYER at the BUYER'S request. ("Close of Escrow") *(if no date certain use: "Notwithstanding, escrow shall be scheduled to close after the authorization of the acquisition by the State Public Works Board at a duly noticed public meeting and approval by the Director of the Department of General Services (DGS)),*
7. Seller's Conditions Precedent. SELLER's obligation to perform under this Agreement and the Close of the Escrow shall be subject to and contingent upon satisfaction or Seller's written waiver of each of the following conditions precedent prior to the close of escrow:

- a. The timely deposit by BUYER with Escrow Holder of all documents and funds required to be deposited by BUYER under this Agreement.
  - b. Performance by BUYER of all obligations, covenants and agreements on BUYER's part to be performed under this Agreement within the time provided in this Agreement for such performance.
  - c. Authorization of the acquisition by the SPWB at a duly noticed public meeting and approval of the acquisition by the Director of DGS.
8. Buyer's Conditions Precedent. BUYER's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction or Buyer's written waiver of each of the following conditions precedent prior to the Close of Escrow:
  - a. *Identify any outstanding due diligence issues you have, i.e. Phase I, Phase II, CEQA, Geotechnical studies, water well studies, etc. ( i.e. identification of "Condition of Property")*
  - b. The timely deposit by SELLER with Escrow Holder of all documents required to be deposited by SELLER under this Agreement.
  - c. Performance by SELLER of all obligations, covenants and agreements on SELLER's part to be performed under this Agreement within the time provided in this Agreement for such performance.
  - d. Authorization of the acquisition by the SPWB at a duly noticed public meeting and approval of the acquisition by the Director of DGS.
9. Seller's Representations and Warranties. In addition to any express agreements of SELLER contained herein, the following constitute representations and warranties of SELLER to BUYER:
  - a. Representations Regarding Seller's Authority.
    - (1) Seller is a \_\_\_\_\_, duly organized [formed], validly existing and in good standing under the laws of the State of \_\_\_\_\_. SELLER has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to BUYER under this Agreement and to carry out SELLER's obligations under this Agreement. Upon the Close of Escrow, BUYER will have good, marketable and insurable title to the Property. SELLER will provide to escrow a \_\_\_\_\_ (City or County) Board Resolution approving of the State's acquisition and intended use of the Property prior to recordation of the Deed.
    - (2) The individuals executing this Agreement and the instruments referenced herein on behalf of SELLER have the legal power, right and actual authority to bind SELLER to the terms hereof and thereof.
    - (3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by SELLER in connection with this

Agreement are and shall be, duly authorized, executed and delivered by SELLER and shall be valid, legally binding obligations of and enforceable against SELLER in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation or judicial order to which SELLER or the Property is subject.

- (4) *Include if corporation, trust, partnership, etc.* All requisite action (corporate, trust, partnership or otherwise) has been taken by SELLER in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority other party is required.
- (5) Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which SELLER is a party or affecting the Property.
- (6) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

b. Warranties and Representations Pertaining to Real Estate and Legal Matters.  
To the best of SELLER's knowledge as to the matters set forth in Paragraphs (1) through (5):

- (1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against SELLER which could affect SELLER's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against SELLER.
- (3) SELLER has not entered into any other contracts for the sale of the Property, nor does there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. SELLER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on BUYER or otherwise affect marketability of title to the Property.

- (4) BUYER has knowledge of the following investigations, studies, and documents as provided by the SELLER in connection with the decision to purchase the Property. These reports and documents relating to the Property disclosed by the SELLER are true and correct originals or copies thereof. *(Include here a list of documents)*

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- (5) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the Property of a third party.

- (6) There are no and have been no:

- (i) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and SELLER agrees to indemnify, defend and hold BUYER free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements as of the Close of Escrow, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues after the Close of Escrow, and BUYER agrees to cooperate with SELLER, at SELLER's costs and to the extent permitted by law, with respect to SELLER's efforts to remove any such liens, fees, assessments, or encumbrances.
- (ii) uncured notices from any governmental agency notifying SELLER of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Property.
- (iii) notices of any condemnation, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Property

c. Warranties, Representations and Covenants Regarding Operation of the Property through Close of Escrow.

- (1) SELLER hereby agrees that SELLER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of BUYER, which consent the BUYER may withhold or grant in its absolute discretion.
  - (2) SELLER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement that will not be eliminated prior to the Close of Escrow.
  - (3) SELLER shall promptly notify BUYER of any event or circumstance that makes any representation or warranty of SELLER under this Agreement untrue or misleading, or of any covenant of SELLER under this Agreement incapable or less likely of being performed. It is understood that the SELLER's obligation to provide notice to BUYER shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.
- d. Representations Pertaining to Additional Documents. There are no leases, subleases or tenancies in effect pertaining to the Property excluding and accepting: *(If applicable, list those leases, etc., here. If no leases, etc., omit this sub-Paragraph. If there are leases, etc. that are to be terminated by SELLER, identify those under Paragraph 11))*
- (1)
  - (2)
  - (3)
  - (4)
- e. General Representation. No representation, warranty or statement of SELLER in this Agreement or in any document, certificate or schedule furnished or to be furnished to BUYER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

SELLER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by SELLER in a separate certificate at that time. The truth and accuracy of SELLER's representations and warranties made herein shall constitute a condition for the benefit of BUYER to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the <list type of conveyance document: grant deed, corporation deed, quitclaim deed, etc.) in the Official Records, and shall survive the Close of Escrow.

10. Buyer's Representations and Warranties. In addition to any express agreements of BUYER contained herein, the following constitute representations and warranties of BUYER to SELLER, subject to Paragraph 26 *(make sure Par. # hasn't changed)* of this

Agreement:

- a. Representations Regarding Buyer's Authority.
- (1) BUYER has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
  - (2) The individuals executing this Agreement and the instruments referenced herein on behalf of BUYER have the legal power, right, and actual authority to bind BUYER to the terms and conditions hereof and thereof, subject to the conditions in Paragraph 26 below.
  - (3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by BUYER in connection with this Agreement are and shall be, duly authorized, executed and delivered by BUYER and shall be valid, legally binding obligations of and enforceable against BUYER in accordance with their terms.
- b. General Representation. No representation, warranty or statement of BUYER in this Agreement or in any document, certificate or schedule furnished or to be furnished to SELLER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

BUYER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by BUYER in a separate certificate at that time. The truth and accuracy of BUYER's representations and warranties made herein shall constitute a condition for the benefit of SELLER to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the <list type of conveyance document: grant deed, corporation deed, quitclaim deed, etc.) in the Official Records, and shall survive the Close of Escrow.

11. Seller's Obligations.

- a. <Include if appropriate, i.e. if any agreements identified under Paragraph 9.d. are to be terminated prior to close of escrow, identify here>

Termination of Leases and Agreements. The following leases, licenses, and/or agreements are to be terminated through appropriate mechanism, either prior to or at Close of Escrow, at the sole responsibility and liability of SELLER:

That certain unrecorded lease agreement in favor of \_\_\_\_\_.

- b. Identify any other obligations of SELLER, i.e., clean-up/removal of personal property and trash>
- c. During the term of this Agreement Seller shall promptly deliver to Buyer any notices related to the Property that Seller receives and promptly disclose to Buyer knowledge of any material fact Seller obtains that would make any of



Seller's representations and warranties in this Agreement misleading.

12. Additional Terms of Sale.

- a. Loss, Destruction and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction and condemnation:
- (1) If, before SELLER transfers legal title or possession of the Property, all or a material part of the Property is destroyed without fault of BUYER, or is taken by eminent domain by any governmental entity, BUYER shall be entitled to terminate its obligations under this Agreement by written notice to SELLER and SELLER shall not have the right to enforce against BUYER this Agreement. If BUYER does not elect to terminate this Agreement, then BUYER shall, as applicable, either: (a) proceed to close as provided herein with the Purchase Price being reduced, as applicable, and in the case of any eminent domain proceedings, by the total of any awards or other proceeds received or assured to be received by SELLER as a result of such proceedings, or (b) proceed to close as provided herein with an assignment, as applicable, by SELLER of all of the SELLER's rights, title and interest in and to all such eminent domain awards and proceeds. SELLER will promptly notify BUYER in writing of any eminent domain proceedings affecting the Property.
  - (2) If, after SELLER transfers legal title of the Property to BUYER at the Close of Escrow, all or any part of the Property is destroyed without fault of SELLER, or is taken by eminent domain by any governmental entity, BUYER is not relieved from BUYER's obligation under this Agreement to pay the full price for the Property.
- b. Any title evidence, which may be desired by the BUYER, will be procured by BUYER. The SELLER will cooperate with the BUYER or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the Property involved, as it may have available. It is understood that the SELLER will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.
- c. If this Agreement is accepted, the SELLER shall convey to the BUYER by a <identify what type of conveyance document, i.e. grant deed, corporation deed, quitclaim deed, etc.>. *(If a quitclaim deed, include the following language: "without any express or implied covenant or warranty")*, title to the real property lying within <Identify APN or aliquot part, etc., or "as defined in Exhibit A">. Subject to the provisions of the escrow instructions, yet to be prepared *(if not prepared yet)*, the conveyance is subject to the Property vesting in STATE, free and clear of all liens, leases, reservations, encumbrances, assessments, easements, of record or otherwise, and of taxes, except:



- (1) Item of Preliminary Title Report No. , dated .
- (2) *List any other reservations (i.e., reservation of minerals) or covenants (i.e., land use restrictions)*
13. Relocation Assistance. *(Use clause & word paragraph to fit situation)* SELLER hereby warrants that said Property "is" [or "is not"] owner occupied. BUYER has been made aware that since its initiation of negotiations for the acquisition of subject Property from SELLER, the <Identify occupied structure(s) and occupant(s)>. SELLER warrants that there have been no other tenants on the Property nor any other agreements or leases entered into for use of the Property since the initiation of negotiations. STATE recognizes its responsibility for consideration of relocation assistance pursuant to Government Code Section 7260 et seq., and other implementing regulations.
14. [Rents. *(Include clause if appropriate (i.e., if you included Paragraph 13 "Relocation", you should include this clause. If this clause is applicable, you will have the Relocation Paragraph)* Rents, if any, shall be prorated as of the Close of Escrow and all rents coming due subsequent to Close of Escrow shall be paid to BUYER. If any rentals have been or are collected by the SELLER for any period beyond said date, SELLER shall refund such rentals to the BUYER. SELLER shall repay to the tenant(s) *(or list the tenants by name)*, any cleaning, key or other deposits, excluding rentals paid in advance, and save and hold the BUYER harmless from any claim therefore.]
15. Access to Property. BUYER shall be provided with access to the Property and be entitled to undertake, at BUYER's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property, if any.
16. Indemnification. SELLER agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless STATE and its officers, employees and agents (collectively "Seller Indemnified Parties"), from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever ("Claims") which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, STATE or any other Seller Indemnified Party relating to or arising from (i) the presence, use, handling, generation, storage, release or disposal of Hazardous Materials by SELLER or SELLER's lessee's, or any prior owner or operator on, under or about the Property; (ii) the cost of any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on the Property prior to transfer of title thereto to STATE, whether or not such remedial action is required or necessary prior to or following transfer of title to Property to STATE; (iii) the use on or before the Close of

Escrow of the Property by SELLER or any third party, including, without limitation, any invitee or licensee of SELLER; (iv) the violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the transfer of title to the Property to STATE; and (v) Seller's breach of any of the obligations, representations or warranties of Seller under this Agreement. For the purpose of this Paragraph, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances", "extremely hazardous waste" or "restricted hazardous waste" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; and any substances regulated pursuant to any Environmental Law(s). The term "Environmental Law(s)" means each and every applicable federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment.

The indemnities in this Section 16 by SELLER shall survive the transfer of title to STATE in perpetuity.

17. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) Business Day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to SELLER:	Name
	Address

If to BUYER:                      Name  
    Address

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 17, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-Business Day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

18. Assignment. SELLER shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow; provided, however, that any valid assignment shall not relieve SELLER from the performance of its duties and obligations, or of its representations and warranties, hereunder. Written notice of any intended assignment by either Party shall be given to the other Party thirty (30) days prior to the effective date of assignment.
19. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.
20. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
21. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
22. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.
23. Amendments. This Agreement may not be modified or amended except in writing by the PARTIES.
24. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto

expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

25. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
26. Authorization, Approvals, Binding Nature. **This Agreement has no force and effect and is not binding on the State of California until and unless it is authorized by the SPWB at duly noticed public meeting.** In addition, this Agreement is subject to the approval of the Director of the California Department of General Services.
27. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
28. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
29. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
30. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
31. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

32. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A. Property Description  
Exhibit B: Deed with attached Certificate of Acceptance  
Exhibit C: *include any other appropriate exhibits*

**IN WITNESS WHEREOF, the PARTIES have executed this Agreement.**

**SELLER/GRANTOR**

<Name>

**By:** \_\_\_\_\_  
<Name>

**Date:** \_\_\_\_\_

**BUYER/STATE:**

STATE OF CALIFORNIA  
Department of Corrections and Rehabilitation

**Date:** \_\_\_\_\_

**By:**

\_\_\_\_\_  
DEBORAH HYSEN, Chief Deputy Secretary  
Facility Planning, Construction and Management

**APPROVED: STATE OF CALIFORNIA**

State Public Works Board

**By:** \_\_\_\_\_  
Jerry Leong  
Assistant Administrative Secretary

**Date:** \_\_\_\_\_

Director, Department of General Services

**By:** \_\_\_\_\_  
JIM MARTIN, Chief  
Real Property Services Section

## **EXHIBIT A**

### **“Property”**

All that certain real property situated in the County of \_\_\_\_\_, State of California, described as follows:

DRAFT



**EXHIBIT “B”**

*Deed or QCD with a copy of the Certificate of Acceptance*

*(Note: If not actual deed, need to disclose  
“Substantially in the form of”)*

DRAFT